

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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JOEL MOGOLI,

Plaintiff,

-against-

JODIE COHEN, JEAN BRUTUS, DEVI STARACE,  
ANNE GAMBINO, NED CAMPBELL, JASON  
MARINO, SUFHAIL SOFIZADA, JAMAE SMITH,  
and "JOHN DOE" (this name being fictitious and  
known only to the Defendants),

**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISCONTINUANCE**

19-CV-6723(RPK)

Defendants.  
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**WHEREAS**, Plaintiff Joel Mogoli commenced this Action by filing a complaint in the Supreme Court of New York, County of Kings, and Jodie Cohen, Jean Brutus, Devi Starace, Anne Gambino, Ned Campbell, Jason Marino, and Sufhail Sofizada removed the Action to the United States District Court for the Eastern District of New York on or around November 27, 2019;

**WHEREAS**, Plaintiff then filed an amended complaint on April 14, 2020 against Jodie Cohen, Jean Brutus, Devi Starace, Anne Gambino, Ned Campbell, Jason Marino, Sufhail Sofizada, and Jamal Smith (hereinafter "Defendants"), alleging that Defendants violated his rights while he was enrolled as a student at James Madison High School in 2017, in violation of various Amendments to the United States Constitution, the Americans with Disabilities Act, and in violation of various federal, state and local laws;

**WHEREAS**, Defendants have denied any and all liability arising out of Plaintiff's allegations;

**WHEREAS**, Plaintiff and Defendants (collectively, the “Parties”) now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

**WHEREAS**, Plaintiff has authorized his counsel to settle this matter on the terms set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. This Action is hereby dismissed against Defendants, with prejudice, and without costs, expenses, or attorneys’ fees in excess of the amount specified in paragraph “2” below.

2. The City of New York hereby agrees to pay Plaintiff the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) in full satisfaction of all claims that were or could have been brought in or related to this Action, including claims for costs, expenses and attorneys’ fees. In consideration for the payment of this sum, Plaintiff agrees to dismiss and discontinue this Action, with prejudice, and to release Defendants, the New York City Department of Education (“DOE”), the New York City Police Department (“NYPD”), the City of New York, and any present or former employees, representatives, and/or and agents of the DOE and/or the NYPD, and/or the City of New York or any agency thereof, from any and all liability, claims, or rights of action under the United States Constitution, and/or under any federal, state, or local law(s), whether known or unknown, which were or could have been alleged in this Action, including claims for costs, expenses, and attorneys’ fees.

3. The payment specified in paragraph “2” above shall be by check made payable to “Silver & Kelmachter, LLP, as attorneys for Plaintiff Joel Mogoli,” and shall be delivered to Silver & Kelmachter, LLP, attorneys for Plaintiff, at 11 Park Place, Suite 1503, New York, NY 10007.

4. Plaintiff shall be responsible for the payment of any federal, state and/or local taxes on the payment specified in paragraph "2" above.

5. Plaintiff shall execute and deliver to Defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraphs "2" and "3" above, an Affidavit Concerning Lien, and a substitute W-9 form.

6. Nothing contained herein shall be deemed to be an admission by Defendants, the DOE, the NYPD, or the City of New York that they have, in any manner or way, violated Plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This Stipulation and Order of Settlement and Discontinuance shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

7. Nothing contained herein shall be deemed to constitute a policy or practice of the DOE, the NYPD, the City of New York, or any agency thereof.

8. This Stipulation and Order of Settlement and Discontinuance contains all the terms and conditions agreed upon by the Parties hereto, and no oral agreement entered into<sup>9</sup> at any time nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the Parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
June 8, 2020

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PDS-7710

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By: 

William Forster

Assistant Corporation Counsel

SO ORDERED:

HONORABLE RACHEL P. KOVNER  
UNITED STATES DISTRICT JUDGE